

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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KAREN STROM,

Plaintiff,

-against-

SIEGEL FENCHEL & PEDDY P.C. PROFIT SHARING
PLAN; SIEGEL, FENCHEL & PEDDY, P.C. DEFINED
BENEFITS PENSION PLAN; SIEGEL FENCHEL &
PEDDY P.C. CASH BALANCE PENSION PLAN; SAUL
R. FENCHEL, P.A. PLAN; SIEGEL FENCHEL & PEDDY,
P.C., in its capacity as Plan Administrator; SAUL R.
FENCHEL, P.A., in its capacity as Plan Administrator;
WILLIAM D. SIEGEL, in his capacities as trustee and
fiduciary; SAUL R. FENCHEL, in his capacities as trustee
and fiduciary; TRACIE P. PEDDY, in her capacities as
trustee and fiduciary,

Defendants.
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AMENDED
JUDGMENT
03-CV- 1317 (JO)

An Order of Honorable James Orenstein, United States Magistrate Judge, having been filed on April 25, 2006, ordering that plaintiff is entitled to judgment under Count II of the Complaint, which seeks a determination of plaintiff's benefits under the SFP Defined Benefits Plan, in the amount of \$14,831.16; dismissing plaintiff's Count V claim in the Complaint without prejudice; ordering that the claims in Paragraph 4 of the Stipulation between the parties are dismissed without prejudice; directing that in the event that Plaintiff does not submit its initial appellate brief within one (1) year of the date of the stipulation, all claims addressed herein shall be deemed discontinued with prejudice; ordering that plaintiff will withdraw her current balance in the Siegel Fenchel & Peddy, P.C. Profit Sharing Plan within six months of the date of the stipulation; directing that the Clerk of Court enter a final judgment consistent with the terms hereof; ordering that all claims affirmed on appeal shall be deemed discontinued with prejudice, with each party to bear its own costs, expenses and counsel fees; and directing that no party may use the terms of the stipulation as proof of any fact in any further proceedings in this or any other matter; it is

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ORDERED and ADJUDGED that plaintiff is entitled to judgment under Count II of the Complaint under the SFP Defined Benefits Plan in the amount of \$14,831.18; that plaintiff's Count V claim in the Complaint is dismissed without prejudice; that the claims in Paragraph 4 of the stipulation by and between the parties are dismissed without prejudice; that in the event plaintiff does not submit its initial appellate brief within one(1) year from the date of the stipulation all claims addressed herein shall be deemed discontinued with prejudice; that plaintiff will withdraw her current balance in the Siegel Fenchel & Peddy, P.C. Profit Sharing Plan within six months of the date of the stipulation; that all claims affirmed on appeal shall be deemed discontinued with prejudice, with each party to bear its own costs, expenses and counsel fees; and that no party may use the terms of their stipulation as proof of any fact in any further proceedings in this or any other matter.

Dated: Brooklyn, New York
June 26, 2006

Robert C. Heinemann
ROBERT C. HEINEMANN
Clerk of Court